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D.2801 Westwood, Inc. d/b/a Treasures

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

THEODORE TRAPP, on his own behalf and
on behalf of all others similarly situated,

Plaintiff,

v.

Case No.: 2:09-cv-00995

BIG POPPA'S, LLC, A Nevada limited liability company d/b/a BADDA BING MEN'S CLUB; SKY TOP VENDING, INC., a Nevada Corporation d/b/a CAN CAN ROOM; LA FUENTE, INC., a Nevada corporation d/b/a CHEETAH's; C.P.FOOD AND BEVERAGE, INC., a Nevada corporation d/b/a CLUB PARADISE; DÉJÀ VU SHOWGIRLS OF LAS VEGAS, LLC, a Nevada limited liability company d/b/a DÉJÀ VU SHOWGIRLS; PALOMINO CLUB, INC.; SHAC, LLC, a Nevada limited liability company d/b/a SAPPHIRE; K-KEL, INC., a Nevada corporation d/b/a SPEARMINT RHINO; D.2801 WESTWOOD, INC., a Nevada corporation d/b/a TREASURES; LITTLE DARLINGS OF LAS VEGAS, LLC, a Nevada limited liability company d/b/a LITTLE DARLINGS; O.G. ELIADES, A.D., LLC, a Nevada limited liability company d/b/a OLYMPIC GARDENS; LAS VEGAS ENTERTAINMENT, LLC, a Nevada limited liability company d/b/a LARRY FLYNT's HUSTLER CLUB; MICHAEL A. SALTMAN d/b/a MINXX; RICK'S LAS VEGAS; FRIAS MANAGEMENT, LLC, a Nevada limited liability company d/b/a ACE CAB COMPANY and A-NORTH LAS VEGAS CAB; WESTERN CAB COMPANY, a

STIPULATION AND ORDER BETWEEN PLAINTIFF AND DEFENDANT D.2801 WESTWOOD, INC. d/b/a TREASURES TO EXTEND THE DEADLINE TO FILE AND SERVE ANSWER OR OTHERWISE RESPOND TO COMPLAINT

1 Nevada corporation d/b/a WESTERN CAB
2 COMPANY and WESTERN LIMOUSINE,
3 NEVADA CHECKER CAB
4 CORPORATION, a Nevada corporation d/b/a
5 CHECKER CAB COMPANY;; NEVADA
6 STAR CABCORPORATION, a Nevada
7 corporation d/b/a STAR CAB COMPANY;
8 NEVADA YELLOW CAB CORPORATION,
9 a Nevada corporation d/b/a YELLOW CAB
10 COMPANY; LUCKY CAB COMPANY OF
11 NEVADA, a Nevada corporation d/b/a
12 LUCKY TRANS; SUN CAB, INC., a Nevada
13 limited liability company d/b/a CLS
14 TRANSPORTATION LAS VEGAS; ON
15 DEMAND SEDAN SERVICES, LLC, a
16 Nevada limited liability company d/b/a ODS
17 LIMOUSINE and ODS CHAUFFEURED
18 TRANSPORTATION; BLS LIMOUSINE
19 SERVICE OF LAS VEGAS, INC., a Nevada
20 corporation d/b/a BLS LIMOUSINE
21 SERVICE OF LAS VEGAS; DESERT CAB,
22 INC., a Nevada corporation d/b/a DESERT
23 CAB COMPANY and ODYSSEY
24 LIMOUSINE; BELL TRANS A NEVADA
25 CORPORATION, a Nevada corporation d/b/a
26 BELL TRANS; TONY CHONG, an
27 individual; and DOE EMPLOYEES 1-1000;

28 Defendants.

18 Plaintiff THEODORE TRAPP ("Plaintiff"), by and through his attorneys, JAMES E.
19 SMYTH, II, ESQ., of Kummer, Kaempfer, Bonner, Renshaw & Ferrario and Defendant D.2801
20 WESTWOOD, INC., d/b/a TREASURES ("Defendant"), by and through its attorney, ROSS C.
21 GOODMAN, ESQ. of the Goodman Law Group, hereby file this stipulation for an order to
22 extend the deadline to file and serve an answer or otherwise respond to Plaintiff's Class Action
23 Complaint.

24 1. On June 2, 2009 Plaintiff filed a Class Action Complaint ("Complaint") against
25 Defendant seeking damages. An Answer or other responsive pleading is due on June 29, 2009.

26 2. The Goodman Law Group has been retained by Defendant to represent its
27 interests in connection with this matter.
28

3. On June 23, 2009 counsel for Plaintiff and Defendant conferred and an agreement was reached to extend the deadline to file and serve an answer or other pleading in response to the Complaint as set forth in this Order.

NOW THEREFORE, in consideration of the foregoing, the parties, through their respective counsel, stipulate and agree and/or request of the Court as follows:

1. That the deadline to file and serve an answer or other responsive pleading to the Complaint be set for July 20, 2009.

2. That this existence of this Stipulation does not constitute a waiver of Defendant's rights or prejudice any affirmative defenses Defendant may assert as to the underlying action, including any and all jurisdictional defenses. The existence of this Stipulation does not constitute a waiver of Plaintiff's allegation that it has been irreparably injured by Defendant's conduct, and Defendant shall not argue that Plaintiff's willingness to enter into this Stipulation waives Plaintiff's right to argue irreparable harm or affects that right in any way.

IT IS SO ORDERED.



PEGGY A. LEEN
United States Magistrate Judge

DATED: June 30, 2009

Respectfully submitted,

GOODMAN LAW GROUP

KUMMER, KAEMPFER, BONNER,
RENSHAW & FERRARIO

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